

# PROJECT MANUAL SPECIFICATIONS INDEX

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OWNER

**GOVERNMENT OF THE VIRGIN ISLANDS**  
**DEPARTMENT OF HEALTH**  
1303 HOSPITAL GROUND, SUITE 10  
ST. THOMAS, U. S. VIRGIN ISLANDS 00802

PROJECT

**ELDRA SHULTERBRANDT ANNEX FACILITY RENOVATIONS**  
**GRANT NO. D12AP00350 (VI-CIP-2012-4)**  
6A ANNA'S RETREAT, ST. THOMAS  
UNITED STATES VIRGIN ISLANDS 00802

**ISSUED FOR BIDDING**

JULY 2014

**ARCHITECT**



**Jaredian Design Group**

Architects, Engineers and Construction Managers

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GOVERNMENT OF THE VIRGIN ISLANDS, DEPARTMENT OF HEALTH  
ELDRA SHULTERBRANDT ANNEX FACILITY  
**GRANT NO. D12AP00350 (VI-CIP-2012-4)**  
St. Thomas, U. S. Virgin Islands

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# **SPECIFICATIONS INDEX**

GOVERNMENT OF THE VIRGIN ISLANDS, DEPARTMENT OF HEALTH

ELDRA SHULTERBRANDT ANNEX FACILITY

**GRANT NO. D12AP00350 (VI-CIP-2012-4)**

St. Thomas, U. S. Virgin Islands

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## **PROPOSAL REQUIREMENTS AND CONTRACT REQUIREMENTS**

**SECTION 1: REQUEST FOR PROPOSAL – NEGOTIATION**  
**RENOVATION PROJECT – D12AP00350 (VI-CIP-2012-4)**

GOVERNMENT OF  
THE VIRGIN ISLANDS OF THE UNITED STATES  
Department of Property and Procurement

To: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ RFP No. \_\_\_\_\_

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Pursuant to 31 V.I.C. Sub Section 239(a) and the Rules and Regulations thereunder issued, the Government of the Virgin Islands, Department of Property and Procurement, will receive proposals for the work described below. Proposals will be received until \_\_\_\_\_.

**DESCRIPTION OF WORK AND PROJECT NO.** \_\_\_\_\_

The Government of the Virgin Islands – Department of Property and Procurement, on behalf of the **Departments of Health**, is requesting proposals for the **Renovations at Eldra Shulterbrandt Annex Facility, 6A Anna's Retreat, St. Thomas, U. S. Virgin Islands, a long-term-care medical facility for the mentally challenged.**

**SCOPE OF WORK/GRANT NO. D12AP00350 (VI-CIP-2012-4):** The Scope Of Work consists of –

1. Electrical Upgrades – to accommodate installation of new commercial grade kitchen and laundry appliances;
2. Plumbing – remove and replace two residential tubs and replace each with walk-in tubs, which will allow for handling patients who are physically challenged or immobilized by major health afflictions;
3. Therapeutic Garden – will be constructed in an outdoor area of approximately 800 square feet. The garden will be located in outdoor space, which will accommodate plants that is critical to patient therapy;
4. Concrete Access Pathway – construction of a concrete access pathway will allow for deliveries through an exterior door from the facility's pantry;
5. Alternative Energy Retrofit – install rooftop photovoltaic panels and solar hot water heaters to reduce electrical consumption.
6. Laundry Facility Ventilation System – install a new ventilation system to accommodate the requirements of the new laundry equipment;

7. Bathroom Fixtures – remove and replace two residential tubs with walk-in tubs for patient safety, to allow for handling patients who are physically challenged or immobilized by major health afflictions;
8. Kitchen Equipment – purchase commercial-grade kitchen equipment and ventilation system;
9. Laundry Equipment – purchase commercial-grade washers and propane dryers.

The Eldra Shulterbrandt Annex Facility is a long-term-care medical facility for mentally challenged individuals.

**BID SCHEDULE:**

The Contract Scope is a Lump-Sum Cost to include the entire Scope Of Work described in the Contract Documents. The Contractor shall complete the Bid Schedule included in the Contract Documents and submit it with their proposal. The Bid Schedule is representative of a breakdown of major scope items. Items shown in the Contract Documents, but not specifically shown in the Bid Schedule are also included in the Contract Cost.

**COMPLETION TIME:**

300 Calendar Days

**LIQUIDATED DAMAGES:**

**BONDS:**

Performance Bond:	100% of Contract
Payment Bond	100% of Contract
Bid Bond	5% (Required)

**SUBMISSION OF ALL PROPOSALS:** All interested parties shall submit seven (7) sets of their proposal.

**PREFERRED BIDDER:**

Any bidder claiming eligibility as a “preferred bidder” under the provision Preferred Bidder’s Act (31 VIC 236a-Act No. 2995, approved April 16, 1971) must request that his name be added to a preferred bidder’s list to be maintained by the Commissioner of Property and Procurement.

If a bidder has not previously filed a notarized Certificate with the Commissioner of Property and Procurement, copies thereof may be obtained from the Department of Property and Procurement, Division of Procurement, #3274 Estate Richmond, Christiansted, St. Croix, U.S.V.I. and/or Building No. 1, Sub Base, Third Floor, St. Thomas, U.S.V.I. Certificates must be fully completed, notarized and filed with the Division of Procurement before the day and hour set for bid opening.

**INFORMATION REGARDING REQUEST FOR PROPOSAL – NEGOTIATION**

All documents in connection with the above must be obtained from the Department of Property and Procurement. The same will consist of Request for Proposal of Construction Contract, Qualification

Statement, the Contract, Performance and Payment Bonds, if required, General Provisions, Special Provisions if any, Plans and Performance Specifications.

## **NEGOTIATED PROCEDURES:**

(a) The Government may award a contract ... based upon initial offers ... without discussions of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint that the offeror can submit.

(b) **Discussions With Offerors Within a Competitive Range:** Written or oral discussions will be conducted **only with all responsible offerors who submit proposals with a competitive range**, price, and other factors considered. Whenever negotiations are conducted with several offerors while such negotiations may be conducted successively, all offerors selected to participate in such negotiations will be offered an equitable opportunity to submit such price, technical, or other revisions in their proposals as may result from the negotiations.

(c) Unlike bids on IFB's which are irrevocable for the bid acceptance period stated in the bid, proposals may be withdrawn after submission by written notice received by the government.

(d) **There will be no public opening in negotiated contracts.** The Abstract of Proposals is not a public record, and the identity of offerors and any information concerning their proposal will not be divulged to any offeror prior to award.

(e) **Late Proposals or Modifications:** Late proposals or modifications may be considered if the Commissioner of Property and Procurement determines that the late proposal or modification is of extreme importance to the government, provided, however, that there is a probability of a significant reduction in cost to the Government, or technical improvements, as compared with proposals previously received.

(f) **Factors to be Considered in Negotiated Contracts:**

(1) While the lowest price or lowest cost to the government is properly the deciding factor in source selection in many instances, award of a contract properly maybe influenced by the proposal which is most advantageous to the Government, quality offered, delivery terms, performance and service reputation taken into consideration.

(2) Offers shall be supported by statements and analyses of estimated cost or other evidence of reasonable prices and other matters deemed necessary by the Commissioner of Property and Procurement.

Attention will also be given to ...

- (a) comparison of prices quoted and consultation of other prices for the same or similar services;
- (b) comparison of the business reputation, capacity and responsibility of the respective persons or firms who submit offers;
- (c) consideration of the existing and potential workload of the prospective contractor; and
- (d) consideration of past performance and ability of the proposed contractor
- (e) **Method of Conducting Negotiations:**

Generally, the method of conducting negotiations will be quite flexible, the purpose being to obtain the best deal for the Government. Auction techniques will not be used. No offeror will be informed that his price is not low in relation to that of another offeror.

(f) **Offeror Responsibility**

As in formal advertising, a proposer in a negotiated proposal must be responsible in order to qualify for award of the contract. The definition of responsibility in a negotiated proposal is the same as that in a formally advertised bid.

(g) **Selection of Contractor:**

An award based upon technical evaluation of proposals will be made and a contract issued. Unsuccessful offerors will be notified accordingly.

GOVERNMENT OF  
THE VIRGIN ISLANDS OF THE UNITED STATES  
Department of Property and Procurement

**Offer to Negotiate  
(CONSTRUCTION)**

Date: \_\_\_\_\_

**RFP No:** \_\_\_\_\_

To: The Commissioner  
Department of Property and Procurement  
Government of the Virgin Islands

Section 1. The undersigned, \_\_\_\_\_, in compliance with your Request for Proposal – Negotiation, above referenced, for the **Renovation of the Eldra Shulterbrandt Annex Facility, 6A Anna's Retreat, St. Thomas, U. S. Virgin Islands**, hereby offers to perform the above construction work –more particularly described in the Contract documents which accompanied the Request for Proposal – Negotiation – for the total sum of \$ \_\_\_\_\_

Section 2. The undersigned hereby certifies that he has examined or caused to be examined for and on his behalf the plans and specifications together with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein of which the proposal is a part.

Section 3. The undersigned agrees that upon written notice of the acceptance of this offer he will execute a formal contract within ten (10) calendar days and deliver to the Contracting Officer such bonds as are required.

Section 4. (a) The undersigned further agrees that if awarded a contract hereunder, he will ... within such time as determined by the Contracting Officer ... before or after the date of commencement of work, prepare and submit to the Contracting Officer for approval a practicable schedule showing the order in which he proposes to carry on the work; the date on which he will start the several salient features ... including procurement of materials and equipment ... and the contemplated dates for completing the same.

(b) The schedule shall be in the form of a Progress Chart of suitable scale to indicate appropriately the percentage of work schedule for completion at any time. The Contractor shall enter in the chart the actual progress at the end of each week or at such intervals as directed by the Contracting Officer, and shall immediately deliver to the Contracting Officer three (3) copies thereof.

(c) If, in the opinion of the Contracting Officer, the undersigned contractor falls behind the progress schedule, the Contractor shall take such steps as may be necessary to improve his

progress and the Contracting Officer may, **inter alia**, require him to increase the number of shifts, and/or overtime operations or days of work to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained **all without additional cost to the Government.**

(d) Failure of the Contractor to comply with the requirements of the Contracting Officer under the provisions hereof shall be grounds for determination by the Contracting Officer that the Contractor is not prosecuting the work with such diligence as will ensure completion within the time specified. Upon such determination, the Contracting Officer may terminate the contractor's right to proceed with the work, or may separable part thereof, in accordance with the delays damages article of the contract.

Section 5. The bid security attached, in the sum of \$ \_\_\_\_\_ shall become the property of the Government, **as liquidated damages**, in the event the contract is not executed or the bonds furnished within the time set forth.

Respectfully submitted:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Official designation)

\_\_\_\_\_  
(Name of Firm)

Seal – if by Corporation

**ACCEPTANCE AND NOTIFICATION**  
**Government of the Virgin Islands**

The above offer is hereby accepted and Offeror is hereby so notified.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lynn A. Millin Maduro  
Commissioner  
Department of Property and Procurement  
Contracting Officer, G.V.I.

## **SECTION 2: BID SCHEDULE FOR CONSTRUCTION**

<b>DEPARTMENT OF HEALTH: ELDRA SHULTERBRANDT ANNEX FACILITY</b>	<b>CONTRACTOR'S NAME:</b>
<i>Grant No. D12AP00350 (VI-CIP-2012-4)</i>	
<b>GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS</b>	<b>ADDRESS:</b>
<b>6A ANNA'S RETREAT, ST. THOMAS</b>	
<b>SECTION 2: BID SCHEDULE FOR CONSTRUCTION</b>	<b>TELEPHONE:</b>

Item No.	Description	Quantity	Units	Unit Price	TOTAL
1.	■ ELECTRICAL UPGRADES	1	LS		
2.	■ PLUMBING UPGRADES	1	LS		
3.	■ EXTERIOR RECREATION/THERAPEUTIC GARDEN	1	LS		
4.	■ CONCRETE ACCESS PATHWAY FOR DELIVERIES	1	LS		
5.	■ ALTERNATIVE ENERGY RETROFIT - 27kW PHOTOVOLTAIC SYSTEM	1	LS		
6.	■ LAUNDRY FACILITY VENTILATION SYSTEM	1	LS		
7.	■ BATHROOM FIXTURES - UPGRADE 2 TUBS OF COMMERCIAL UNITS	1	LS		
8.	■ KITCHEN EQUIPMENT - COMMERCIAL-GRADE EQUIPMENT	1	LS		
9.	■ LAUNDRY EQUIPMENT - COMMERCIAL-GRADE WASHERS AND DRYERS	1	LS		
10.	■ PENAL TOILET BATHROOM REPAIRS - INCLUDING WALLS	1	LS		
11.	■ MISCELLANEOUS ITEMS	1	LS		
<b>BID CONSTRUCTION TOTAL</b>					

The total amount of this proposal is based on the Contractor's Estimate of quantities and is as follows:

\$

**Bidder's Signature**

**Date**

**SECTION 3: CONSTRUCTION CONTRACT**  
**GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS**  
**RENOVATION OF THE ELDRA SHULTERBRANDT ANNEX FACILITY, ST. THOMAS**

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**CONSTRUCTION CONTRACT – RFP NO. \_\_\_\_\_**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property & Procurement, on behalf of the DEPARTMENT OF HEALTH (hereinafter referred to as "Government") and \_\_\_\_\_ (hereinafter referred to as "Contractor").

**WITNESSETH:**

WHEREAS, the Government is in need of a contractor to furnish all labor, materials and equipment necessary for the **Renovation of the Eldra Shulterbrandt Annex Facility, St. Thomas, U. S. Virgin Islands, a long-term-care medical facility**, in strict accordance with the plans and specifications (incorporated by reference and made a part of this contract), which duties and responsibilities are more particularly described in the *Specifications and Construction Documents*, attached hereto; and

WHEREAS, the Contractor represents that it is willing and capable of providing such services;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

**1. SERVICES**

The Contractor will provide the services described more particularly in Section I (Bid Schedule) incorporated herein by reference and made a part of this construction contract.

**2. TERM**

This Contract shall commence upon execution by the Governor and shall terminate *Three Hundred (300)* calendar days, or in accordance with an agreed upon extension pursuant to the General Provisions. Particular reference should be made to the Notice to Proceed.

**3. COMPENSATION**

The Government, in consideration of satisfactory performance of the services described in Section I, agrees to pay the Contractor the sum of \_\_\_\_\_ in accordance with the provisions set forth in Section II (Schedule of Amounts, Periodical Pay Estimate, and Change Order), attached hereto.

**4. LIQUIDATED DAMAGES**

**SECTION 3: CONSTRUCTION CONTRACT**  
**GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS**  
**RENOVATION OF THE ELDRA SHULTERBRANDT ANNEX FACILITY, ST. THOMAS**

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It is hereby expressly agreed by the parties hereto that in the event the Contractor has not completed the scope of work under the term set forth in Paragraph 2 hereof, liquidated damages of \_\_\_\_\_ for each calendar day or portion thereof shall be due the Government. The liquidated damages shall first be deducted from any contract monies due, but not yet paid to the extent available.

**5. RECORDS**

The Contractor will present documented, precise records of time and/or money expended under this Contract.

**6. PROFESSIONAL STANDARDS**

The Contractor agrees to maintain the professional standards applicable to its profession and to Contractors doing business in the United States Virgin Islands.

**7. DOCUMENTS, PRINTOUTS, ETC.**

Certified copies of all documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract, or at the Government's request, during the life of the contract. The above-described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

**8. LIABILITY OF OTHERS**

Nothing in this Contract shall be construed to impose any liability upon Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, independent contractors, or in any other capacity whatsoever, or make the Government liable to any such persons, firms, associations or corporations for the acts, omissions, responsibilities, obligations and taxes of Contractor or whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor, its servants, agents or independent contractors.

**9. ASSIGNMENT**

The Contractor shall not subcontract or assign any part of the services under this contract without the prior written approval of the Government.

**10. INDEMNIFICATION**

Contractor agrees to investigate, defend, and hold harmless the Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expenses (including attorney's fees) and causes of

**SECTION 3: CONSTRUCTION CONTRACT**  
**GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS**  
**RENOVATION OF THE ELDRA SHULTERBRANDT ANNEX FACILITY, ST. THOMAS**

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action of whatsoever character which the Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

**11. INDEPENDENT CONTRACTOR**

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

**12. GOVERNING LAW**

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction and venue are exclusive in the United States Virgin Islands.

**13. WAIVERS AND AMENDMENTS**

No waiver, modification, or amendment of any term, condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification, or amendment. Any such waiver, modification, or amendment in any instances shall in no event be construed to be a general waiver, modification, or amendment of any of the terms, conditions, or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

**14. ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between the parties hereto, and all prior understandings or communications, written or oral, with respect to the project, which, are the subject matter of this Contract, are merged herein.

**15. RIGHT TO WITHHOLD**

If work under this Contract is not performed in accordance with the terms, hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as the Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, the Government may apply such sums in such manner as the Government may deem proper to secure itself or to satisfy such claims. The Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

**16. CONDITION PRECEDENT**

**SECTION 3: CONSTRUCTION CONTRACT**  
**GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS**  
**RENOVATION OF THE ELDRA SHULTERBRANDT ANNEX FACILITY, ST. THOMAS**

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This contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

**17. TERMINATION**

Either party will have the right to terminate this contract with cause on ten (10) days written notice to the other party specifying the date of termination.

**18. PARTIAL TERMINATION**

The performance of work under this contract may be terminated by the Government in part, whenever the Government shall deem such termination advisable. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the ten (10) days notice.

**19. NON-DISCRIMINATION**

No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

**20. CONFLICT OF INTEREST**

(a) Contractor covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to perform under this Contract.

(b) Contractor further covenants that it is:

- (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the legislative, executive, or judicial branch of the Government or any agency, board, commission, or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
- (2) a territorial officer or employee and, as such, has:
  - (i) familiarized itself with the provisions of Title 3, Chapter 37, Virgin Islands Code pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
  - (ii) not made, negotiated or influenced this contract, in its official capacity;
  - (iii) no financial interest in the contract as that term is defined in section 1101, (1) of said Code chapter.

**SECTION 3: CONSTRUCTION CONTRACT**  
**GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS**  
**RENOVATION OF THE ELDRA SHULTERBRANDT ANNEX FACILITY, ST. THOMAS**

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**21. EFFECTIVE DATE**

The effective date of this Contract is upon the execution by the Governor.

**22. NOTICE**

Any notice required to be given by the terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

**GOVERNMENT**

Lynn A. Millin Maduro  
Commissioner  
Department of Property and Procurement  
Building No. 1, Third Floor, Sub Base  
St. Thomas, VI 00802

Darice S. Plaskett, RN, MPA, FACHE  
Commissioner  
Department of Health  
1303 Hospital Ground, Suite 10  
St. Thomas, VI 00802

Darryl A. Smalls, PE  
Commissioner  
Department of Public Works  
8244 Sub Base  
St. Thomas, VI 00802

**CONTRACTOR**

Contractor Name  
President  
Company  
Address  
St. Thomas, VI 00801

**23. LICENSURE**

The Contractor covenants that it has:

- a. obtained all of the applicable licenses or permits, temporary or otherwise, as required by Title 27 of the Virgin Islands Code; and
- b. familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

**24. CONTRACTOR'S REPRESENTATIONS**

The Contractor agrees that he is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of the Contract, and that he has been engaged in and now does

**SECTION 3: CONSTRUCTION CONTRACT**  
**GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS**  
**RENOVATION OF THE ELDRA SHULTERBRANDT ANNEX FACILITY, ST. THOMAS**

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such work and represents that he is fully equipped, competent, and capable of performing the work and is ready and willing to perform such work.

The Contractor agrees further to begin work not later than the date indicated on the formal notice to proceed and complete the work within the number of days specified in the proposal or as extended in accordance with the General Provisions of the Contract.

The Work shall be done under the direct supervision of the Government, and in accordance with the laws of the Government and its Rules and Regulations thereunder issued and any and all applicable federal rules and regulations. The parties hereto agree that this contract shall, in all instances, be governed by the Laws of the Government of the Virgin Islands.

**25. WARRANTY OF NON-SOLICITATION**

The Contractor expressly warrants that he has employed no person to solicit or obtain this contract on his behalf, or to cause or procure the same to be obtained upon compensation in any way, contingent, in whole or in part, upon such procurement, and that he has not paid, or promised or agreed to pay to any person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demanded by him included any sum by reason of such brokerage, commission or percentage; and that all monies payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract.

Breach of the warranty shall give the Government the right to terminate this Contract, or in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fees.

**26. FALSE CLAIMS**

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious, or fraudulent.

Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

**27. DEBARMENT CLAUSE**

**SECTION 3: CONSTRUCTION CONTRACT**  
**GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS**  
**RENOVATION OF THE ELDRA SHULTERBRANDT ANNEX FACILITY, ST. THOMAS**

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By execution of this contract, the Contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT." In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

**28. NOTICE OF FEDERAL FUNDING**

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make, or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

**29. OTHER PROVISIONS**

Section I through Section III attached hereto, documentation included in the Invitation Bid Package and Plans/Specifications are hereby incorporated by reference and made a part of this contract. The valid Specifications for this contract is the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-03) including errata and amendments with the exception of any reference to Federal Acquisition Regulation. Contract clauses contained in FP-03 is also modified by any pertinent supplemental specifications are included Section III.

**SECTION 3: CONSTRUCTION CONTRACT**  
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**RENOVATION OF THE ELDRA SHULTERBRANDT ANNEX FACILITY, ST. THOMAS**

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IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

_____	_____	_____
	Lynn A. Millin Maduro	Date
	Commissioner	
	Department of Property and Procurement	

_____	_____	_____
	Darice S. Plaskett, RN, MPA, FACHE	Date
	Commissioner	
	Department of Planning and Natural Resources	

_____	_____	_____
	Darryl A. Smalls, PE, Commissioner	Date
	Department of Public Works	

CONTRACTOR

_____	_____	_____
	President	Date
	Company	
	(Corporate seal, if Contractor is a corporation)	

APPROVED:

_____	Date: _____
John P. deJongh, Jr.	
Governor of the Virgin Islands	

APPROVED AS TO LEGAL SUFFICIENCY  
AT THE DEPARTMENT OF JUSTICE BY: \_\_\_\_\_ Date: \_\_\_\_\_

_____	_____	_____	_____
MED NO.	LORG:	ACCT:	CC:
	ACCOUNT CODE NO.		

**CERTIFICATE OF APPROVAL**

*I hereby certify that this is a true and exact copy of*  
*Contract No. ( ) entered into between*  
*the Department of Property & Procurement and { Company Name }*

\_\_\_\_\_  
Lynn A. Millin Maduro, Commissioner  
***Department of Property and Procurement***